



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602
www.grafton-ma.gov

**BOARD OF SELECTMEN
MEETING AGENDA**

April 2, 2018
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

ANNOUNCEMENTS

1. SCHEDULE

- a) Mary Oliver, Assessor and Justin Sousa, Veteran's Agent:
Proposed Veteran's Tax Work Off Program, Property Tax Exemption for
Veterans' Property Conveyed to a trust (Clause 22G) and Property Tax
Exemption for Gold Star Parents (Clause 22H)
- b) BVT Representative Update – Anthony Yitts
- c) Historic District Commission Grafton Common Improvement Plan
- d) 32 & 34 Adams Road – Drainage Issue
- e) VHB - Main Street Design Review

2. RESIGNATIONS

3. APPOINTMENTS

Board of Selectmen

- a) Attorney William August, Public Cable Television Counsel
- b) Library Board of Trustees, Daniela Sharma

Town Administrator

- c) Part Time Public Safety Dispatcher – Anna Padgett

4. NEW BUSINESS

- a) Sign VHB Feasibility Study Agreement – Institute Woods Recreation Plan
- b) Sign Contract for Charter License Renewal Process, Attorney William August
- c) Chapter 61B Land, Right of First Refusal – 93 North Street

d) [Chapter 40B Affordable Unit, Right of First Refusal – 50 Buttercup Lane](#)

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE

7. DISCUSSION

- a) [Review Draft Town Meeting Warrant](#)
- b) FY2020 Budget
- c) Town Administrator Goals

8. MEETING MINUTES

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)
Litigation Update
Litigation Strategy
Union Negotiations
Land Negotiation
Non Union Negotiations
Strategy for Negotiations
Minutes

ADJOURN

1 (a) SCHEDULE - PROPOSED VETERANS TAX WORK OFF PROGRAM

Veterans Agent Justin Sousa and Principal Assessor Mary Oliver will be present to discuss a proposal for a Veterans Tax Work off Program. The concept is similar to what we currently have in place for seniors though the parameters are different for the veteran program.

Additionally: They will also be requesting the boards support on the following two town meeting articles.

Accepting Clause 22 G relating to property tax exemptions for Veterans' who's property has been conveyed to a Trust (MGL59 s.5, Clause 22G).

Accepting Clause 22H relating to property tax exemption for gold star parents (MGL 59, s 5, Clause 22H).

MOTION (s):

- 1) I move the board vote to support the creation of a Veterans Tax Work off Program and include this on the May 13th Town Meeting Warrant.
- 2) I move the board vote to accept Clause 22H relating to property tax exemption for gold star parents (MGL 59, s 5, Clause 22H).
- 3) I move the board vote to accept 22 G relating to property tax exemptions for Veterans' who's property has been conveyed to a Trust (MGL59 s.5, Clause 22G).

Summary Page

On August 28, 2018, Governor Baker signed into law Chapter 218 of the Acts of 2018, An Act Relative to Veterans Benefits, Rights, Appreciation, Validation and Enforcement, known as the BRAVE Act. In addition to providing new resources for veterans, the legislation creates or amends several local option provisions of M.G.L. c.59, §5, related to tax abatements and exemptions for veterans and their families. The Veterans Services Department recommends the town adopts the following articles in order to better serve our veteran residents.

- 1) **Property Tax Exemption for Veterans' who's Property Has Been conveyed to a Trust, M.G.L. 59, § 5, Clause 22 G** (Full article on page 2)

Comment: Acceptance of this clause by a municipality would alter requirements regarding the nature of ownership interest an applicant must hold to apply for an exemption under provisions relating to veterans and surviving spouses of veterans.

- 2) **Property Tax Exemption for Gold Star Parents, M.G.L c. 59, § 5, Clause 22 H** (Full article on page 3)

Comment: Acceptance of this clause by a municipality creates a new real estate tax exemption to the full amount of the taxable valuation of real property of the surviving parents or guardians of a soldier, sailor, member of the National Guard, or veteran, who dies while on active duty or is missing in action and presumed dead. The Town can expect to receive full reimbursement from the Commonwealth of MA for each exemption under this clause if adopted.

- 3) **Veterans' Property Tax Work-Off Program, M.G.L. 59, § 5N**
(Full article on pages 4 and 5)

Comment: Veterans may enroll to volunteer similar to the Senior Tax Work-Off Program. Earning up to the maximum of \$1500 property tax reduction is reportable under Federal Law as income, therefore any earnings under the program are subject to Medicare and Omnibus Budget Reconciliation Act (OBRA) withholding, and participants will receive a Federal Form W-2 detailing the tax credit and withholding. The law does not provide any income or age limits, accepting that a veteran or their representative complete the requirements for the exemption. Suggest the town approve 10 slots for this program.

**1) PROPERTY TAX EXEMPTION FOR VETERANS
WHOSE PROPERTY HAS BEEN CONVEYED TO A TRUST**

Article: Will the Town accept the provisions of M.G.L. 59, § 5, Clause Twenty-second G (inserted by Chapter 218 of the Acts of 2018 known as an act Relative to Veterans' Benefits, Rights, Appreciation, Validation, and Enforcement ("BRAVE Act")), signed into law August 28, 2018, which provides for a property tax exemption for any real estate that is the domicile of a person but is owned by a trustee, conservator, or other fiduciary for the person's benefit if the real estate would be eligible for exemption under clause Twenty-second, Twenty-second A, Twenty-second B, Twenty-second C, Twenty-second D, Twenty-second E, Twenty-second F if the person were the owner of the real estate.

COMMENT: Acceptance of this clause by a municipality would alter requirements regarding the nature of ownership interest an applicant must hold to apply for an exemption under provisions relating to veterans and surviving spouses of veterans. Under existing law, an applicant for an exemption of property held in trust must be both a trustee and a beneficiary of the trust. Acceptance of the new Clause Twenty-second G would change this rule to permit an exemption where the applicant is not a trustee but is domiciled at a property that is held by a trustee, conservator or other fiduciary for the benefit of the applicant.

2) PROPERTY TAX EXEMPTION FOR GOLD STAR PARENTS

Article: Will the Town accept the provisions of M.G.L c. 59, § 5, Clause Twenty-second H (inserted by Chapter 218 of the Acts of 2018 known as an act Relative to Veterans' Benefits, Rights, Appreciation, Validation, and Enforcement ("BRAVE Act")), signed into law August 28, 2018, which provides for a property tax exemption for real estate to the full amount of the taxable valuation of the real property of the surviving parents or guardians of soldiers and sailors, members of the National Guard and veterans who: (i) during active duty service, suffered an injury or illness documented by the United States Department of Veteran Affairs or a branch of the armed forces that was a proximate cause of their death; (ii) are missing in action with a presumptive finding of death as a result of active duty service as members of the Armed Forces of the United States; provided, however, that the real estate shall be occupied by the surviving parents or guardians as the surviving parents' or guardians' domicile; and provided further that the surviving parents or guardians shall have been domiciled in the Commonwealth for the 5 consecutive years immediately before the date of filing for an exemption pursuant to this clause or the soldier or sailor, member of the National Guard or veteran was domiciled in the Commonwealth for not less than 6 months before entering service.

Surviving parents or guardians eligible for an exemption pursuant to this clause shall be eligible regardless when soldier or sailor, member of the National Guard or veteran died or became missing in action with a presumptive death finding; provided, however, that the exemption shall only apply to tax years beginning on or after January 1, 2019. Such exemption shall be available until such time as the surviving parents or guardians are deceased. No real estate shall be so exempt which has been conveyed to the surviving parents or guardians to evade taxation.

COMMENT: Acceptance of this clause by a municipality creates a new real estate tax exemption to the full amount of the taxable valuation of real property of the surviving parents or guardians of a soldier, sailor, member of the National Guard, or veteran, who dies while on active duty or is missing in action and presumed dead. The Town can expect to receive full reimbursement from the Commonwealth of MA for each exemption under this clause if adopted.

3) VETERANS' PROPERTY TAX WORK-OFF PROGRAM

Article: Will the Town accept the provisions of M.G.L. 59, § 5NMGL Acts of 2012, Chapter 108 Section 8A. M.G.L. 59, § 5N: In any city or town which accepts this section, the board of selectmen of a town, or in a municipality having a town council form of government, the town council or the mayor, with the approval of the city council in a city, may establish a program to allow veterans, as defined in clause Forty-third of section 7 of chapter 4 or a spouse of a veteran in the case where the veteran is deceased or has a service-connected disability, to volunteer to provide services to that city or town. In exchange for such volunteer services, the city or town shall reduce the real property tax obligations of that veteran on the veteran's tax bills and that reduction shall be in addition to any exemption or abatement to which that person is otherwise entitled; provided, however, that person shall not receive a rate of, or be credited with, more than the current minimum wage of the commonwealth per hour for the services provided pursuant to that reduction; and provided further, that the reduction of the real property tax bill shall not exceed \$1,500 in a given tax year. It shall be the responsibility of the city or town to maintain a record for each taxpayer including, but not limited to, the number of hours of service and the total amount by which the real property tax has been reduced and to provide a copy of that record to the assessor in order that the actual tax bill reflect the reduced rate. A copy of that record shall also be provided to the taxpayer prior to the issuance of the actual tax bill. The cities and towns shall have the power to create local rules and procedures for implementing this section in a way that is consistent with the intent of this section. Nothing in this section shall be construed to permit the reduction of workforce or otherwise replace existing staff.

The amount by which a person's property tax liability is reduced in exchange for the volunteer services shall not be considered income, wages or employment for purposes of taxation as provided in chapter 62, for the purposes of withholding taxes as provided in chapter 62B, for the purposes of workers' compensation as provided in chapter 152 or any other applicable provisions of the General Laws. While providing such volunteer services, that person shall be considered a public employee for the purposes of chapter 258 and those services shall be deemed employment for the purposes of unemployment insurance as provided in chapter 151A.

A city or town, by vote of its legislative body, subject to its charter, may adjust the exemption in this clause by: (i) allowing an approved representative for persons physically unable to provide such services to the city or town; or (ii) allowing the maximum reduction of the real property tax bill to be based on 125 volunteer service hours in a given tax year, rather than \$1,500.

History of amendments:

- MGL Acts of 2012, Chapter 108 Section 8A. M.G.L. 59, § 5N added to MGL.
- MGL Acts of 2014, Chapter 62, SECTION 15: Section 5N of said chapter 59 as appearing in the 2012 Official Edition, is hereby amended by inserting after the figure

TOWN MEETING ARTICLES FOR CONSIDERATION FROM VETERAN SERVICES

“4”, in line 5, the following words:- or a spouse of a veteran in the case where the veteran is deceased or has a service-connected disability.

- MGL Acts of 2018, Chapter 218 SECTION 17: Section 5N of said chapter 59, as so appearing, is hereby amended by striking out, in lines 16 and 43, the figure “\$1,000” and inserting in place thereof, in each instance, the following figure:- \$1,500.

COMMENT: Suggest the town approve 10 slots for this program. Recommend the town adopt both provisions (i) and (ii). The amount of the property tax reduction is reportable under Federal Law as income, therefore any earnings under the program are subject to Medicare and Omnibus Budget Reconciliation Act (OBRA) withholding, and participants will receive a Federal Form W-2 detailing the tax credit and withholding. The law does not provide any income or age limits, accepting that a veteran or their representative complete the requirements for the exemption.

(i) Allowing an approved representative for persons physically unable to provide such services to the city or town

(ii) Allowing the maximum reduction of the real property tax bill to be based on 125 volunteer service hours in a given tax year, rather than \$1,500.

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1 (b) SCHEDULE - BLACKSTONE VALLEY TECH REPRESENTATIVE UPDATE

Per the Selectmen's earlier request, Anthony Yitts, the Town's BVT Representative was invited in to give the Selectmen an overview of the past year and discuss enrollment numbers.

NO ACTION NECESSARY

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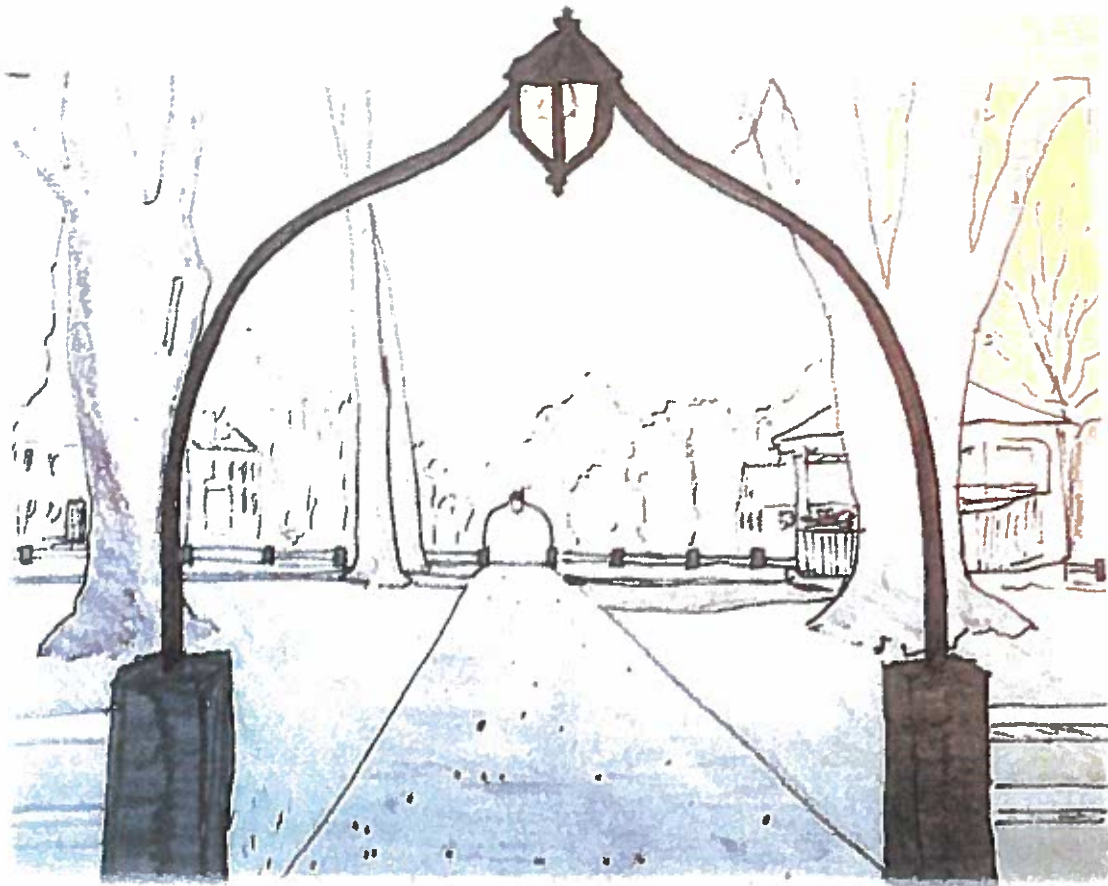
**1 (c) SCHEDULE - HISTORIC DISTRICT COMMISSION, GRAFTON
COMMON IMPROVEMENT PLAN**

Members of the Historic District Commission will be present to review their Historic Grafton Common Improvement Plan. They will identify problems, discuss proposed improvements, and review the budget for such improvements.

MOTION:

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Historic Grafton Common Improvements Plan - 2019



Submitted by the Historic District Commission:

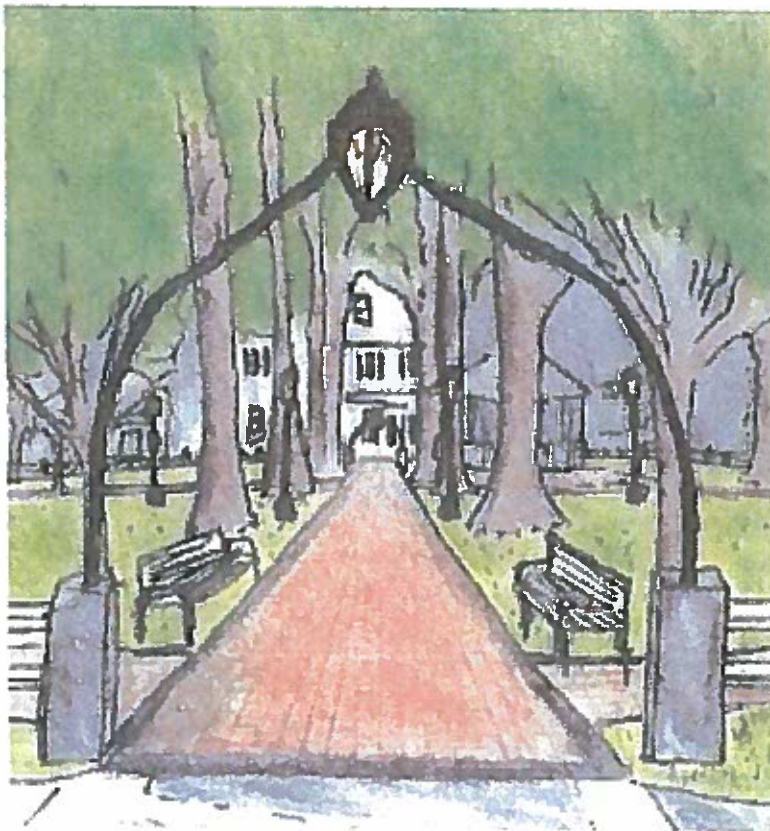
**John Morgan – Chair
Bill Nicholson – Vice Chair
Paul Scarlett – Clerk
Brad Schlapak
John Stephens**

Introduction

As the town of Grafton continues to grow, the importance of our quintessentially New England town common must be considered. For centuries, Grafton Common has served as a central location for recreation, farmers markets, concerts, town events, weddings and more. It is a beautiful and unique setting that enhances our entire community.

The Common has seen many changes over the course of centuries: pathway configurations and materials, plantings, fencing, lighting styles and even the bandstand have been somewhat altered with time. The Historic District Commission (HDC), as stewards of this town-owned asset, see a pressing need for the Town to address a lack of adequate lighting, degrading unattractive and historically inappropriate asphalt pathways, a bandstand and fencing in need of repairs and painting, as well as benches and trash barrels that are either worn out, inadequate in number, or both.

Addressing these items requires a master plan that takes into account the growth of our community and the need to maintain the historic charm and functionality of our Common.



1 (d) SCHEDULE - 32 & 34 ADAMS ROAD DRAINAGE

Jeanne Pizoglio, Ed Whiterell and Ethel Jaggi have requested a meeting with the Board to discuss drainage issues on Adams Road. Paul Cournoyer, Brian Szczurko and a representative from VHB will be present as well.

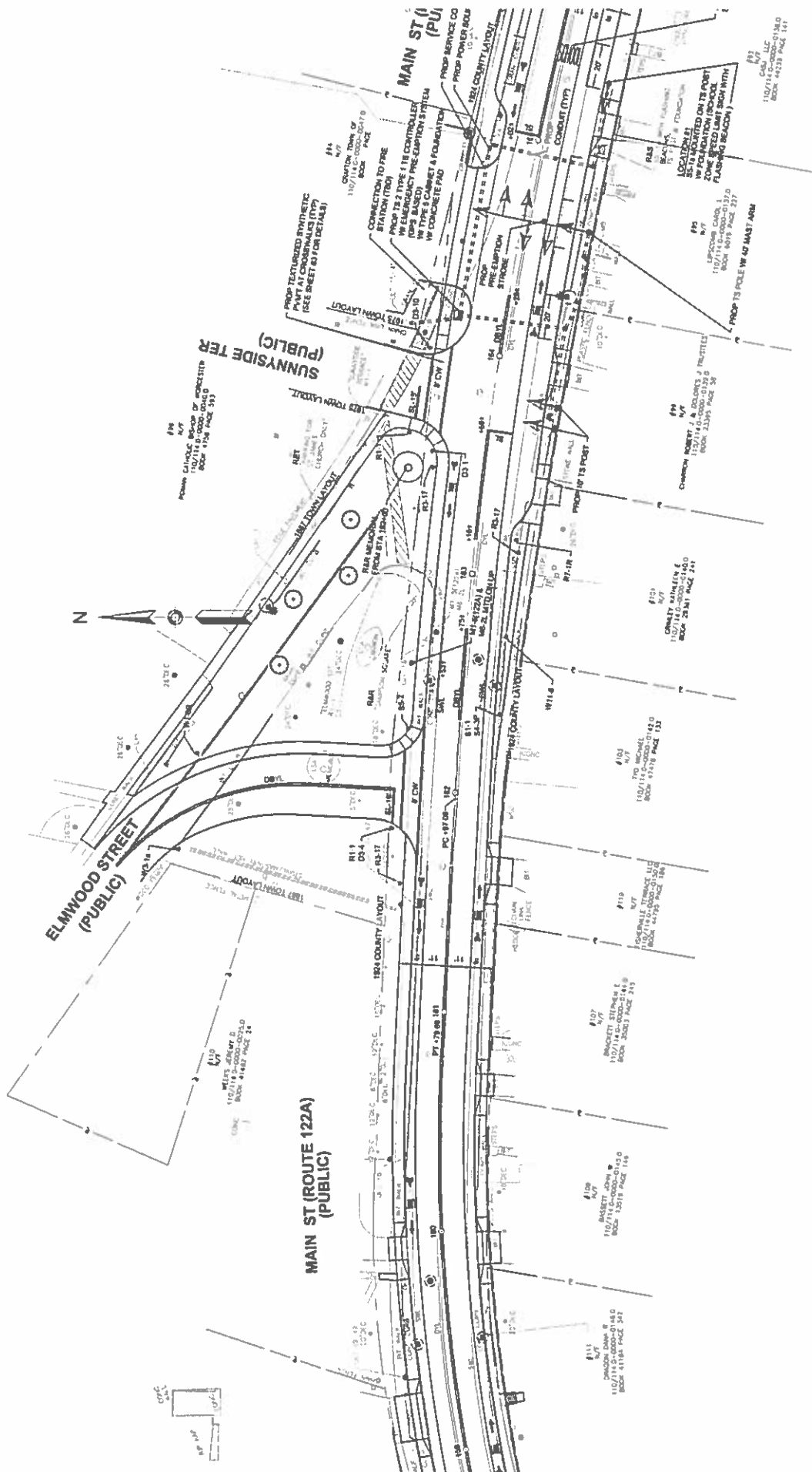
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1 (e) SCHEDULE - MAIN STREET DESIGN REVIEW WITH VHB

A representative of VHB will give the Selectmen an overview of the Design for the Main Street project.

No Action Required

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3 (a) APPOINTMENTS – BOARD OF SELECTMEN

The Charter License is coming up for renewal and the town is starting the negotiation process. The Selectmen are being asked to appoint Attorney William August as the Public Cable Television Counsel. All parties involved in the process are familiar with Attorney August and are in support of appointing Mr. August.

MOTION:

I move the board vote to appoint Attorney William August as the Public Cable Television Counsel.

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3 (b) APPOINTMENTS – BOARD OF SELECTMEN (b) LIBRARY TRUSTEE

The Board of Library Trustees reviewed candidates interested in filling the vacant seat of Kristi Lutjelusche (resigned in Feb 2019). The Trustees request the Board appoint Daniela Sharma. Daniela will fill the vacant seat until the election and then be on the election ballot in May.

MOTION:

I move the board vote to appoint Daniela Sharma as a member of the Grafton Board of Library Trustees for a term to expire May 21, 2019.

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Grafton Board of Library Trustees
30 Providence Road
Grafton, MA 01519
(508) 839-5335
BOSGroup@grafton-ma.gov
www.grafton-ma.gov

Aaron Vandesteen
168 Upton St. UNIT 4
Grafton, MA 01519
3/29/2019

Board of Selectmen
30 Providence Road
Grafton, MA 01519

Dear Board of Selectmen:

The Grafton Public Library Board of Trustees would like to endorse Daniela Sharma of Bridle Ridge Drive for appointment for Library Trustee for our current vacancy on the board. She will serve out the rest of Kristi Lutjelusche's term and intends to turn in papers to be run for a three-year term in the May election. Please share our enthusiasm in welcoming and approving a smart and capable woman to serve with us on our board.

Sincerely,

Aaron Vandesteen, Chair
Board of Library Trustees

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3 (c) APPOINTMENTS – TOWN ADMINISTRATOR (a) – PUBLIC SAFETY DISPATCHER

Chief Crepeau is recommending the appointment of Anna Padgett as a Part Time Dispatcher. Ms. Padgett has been training with the department (on her own time) in hopes of becoming a dispatcher. She has also met all the requirements and requisite qualifications needed for the position.

MOTION:

I move the board vote to affirm the appointment of Anna Padgett as a part time Public Safety Dispatcher.

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Grafton Police Department

28 Providence Road • Grafton, Massachusetts 01519
Telephone: (508) 839-8517 • Fax: (508) 839-8562

Normand A. Crepeau, Jr.
Chief of Police

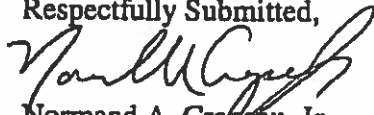
DATE: March 22, 2019
TO: Timothy P. McInerney - Town Administrator
SUBJECT: Recommendation for part-time Public Safety Dispatcher

Ms. Anna Padgett has been training with the Grafton Police Department on her own time in the hope of becoming a part-time dispatcher. Ms. Padgett has already obtained all requisite qualifications for Public Safety Dispatcher including PowerPhone Emergency Medical Dispatch, APCO Public Safety Telecommunicator 1, 911 Next Generation training and CPR certifications.

Based on reviews from dispatcher trainers, I recommend that Anna Padgett of Grafton, MA be appointed as a part-time dispatcher for the Grafton Police Department.

If you have any questions or require further information, please do not hesitate to contact me.

Respectfully Submitted,


Normand A. Crepeau, Jr.
Chief of Police

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**4 (a) NEW BUSINESS: VHB FEASIBILITY STUDY AGREEMENT –
INSTITUTE WOODS RECREATION PLAN**

The board will be asked to approve the contract with VHB for the preparation of the Institute Woods Recreation Path Feasibility Study. Funding for this (\$14,000) was approved at the 2018 Town Meeting.

MOTION:


I move the board vote to authorize the Chairman to sign the agreement with VHB for the Institute Woods Recreation Path Feasibility Study.

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TOWN OF GRAFTON

Grafton Memorial Municipal Center
30 Providence Road
Grafton, MASSACHUSETTS
01519

Date: March 27, 2019
To: Board of Selectmen
Cc: Tim McInerney, Town Administrator
From: Joe Laydon, Town Planner 
Re: Institute Woods Recreation Path Feasibility Study Contract Approval

Attached for the Board of Selectmen's approval is the contract with VHB for the preparation of the Institute Woods Recreation Path Feasibility Study. Funding in the amount of \$14,000 was approved by Town Meeting in 2018, the Institute Woods Recreation Path Feasibility Study will develop a plan for a pedestrian/recreation path that connects the rear of the elementary school to the approved (though not constructed) subdivision known as Village at Institute.



Conceptual alignment for illustrative purposes

During the review of the Village at Institute subdivision, the Planning Board envisioned a path connecting the elementary school with the neighborhood. This would also allow for the extension of the path through the subdivision and towards the commuter rail station. The recently completed North Grafton Transit Village Strategic Plan proposed the establishment of a trail connecting North Grafton and the New England Village area to the commuter rail station and Tufts. This Project is the first step in implementing the recommendation of the Plan.

Thank you.



Phone 508.752.1001

Fax 508.459.0877

www.vhb.com

Engineers | Scientists | Planners | Designers

120 Front Street

Suite 500

Worcester, MA 01608

Client Authorization

☒ New Contract:

Date: December 3, 2018

☐ Amendment No.:

Project No.: 13638.00

Project Name: Institute Woods Recreation Path Feasibility Study, Grafton, MA

To:	Joseph Laydon Town Planner Grafton Memorial Municipal Center 30 Providence Road Grafton, MA 01519	Cost Estimate	
		Amendment	Contract Total
E-mail: laydonj@grafton-ma.gov	Labor &		
	Expenses:		\$ 14,000
	TOTAL:		\$ 14,000
	<input checked="" type="checkbox"/> Lump Sum		<input type="checkbox"/> Time & Expenses
	<input type="checkbox"/> Lump Sum + Expenses		
	<input type="checkbox"/> Cost + Fixed Fee		<input type="checkbox"/> Labor Multiplier
Phone No: (508) 839-5335		Estimated Date of Completion:	June 30, 2019

Scope of Services:

VHB will provide planning and preliminary engineering design services to the Town of Grafton ("Town") to assess the feasibility of constructing a pedestrian path that connects the rear of the North Grafton Elementary School parking lot, which is located off Waterville Street, to the approved (though not constructed) subdivision known as Village at Institute, which is proposed to be located off Institute Road just to the northeast of the school. The total path length is anticipated to be less than 2,800-linear feet.

The schedule of this work is dependent on the weather and the ability to walk the project limits with the Town. VHB will coordinate with the Town on creating a schedule for this work, but we understand that the work needs to be completed by June 30, 2019.

The following outlines the tasks for this assessment. VHB has anticipated that the Town will provide VHB with access to the properties within the project limits. All task budgets noted below include VHB's expenses for printing, travel and copies; sub-consultants are not anticipated to be needed for this project and are therefore not included.

Task 1 - Information Overview and Site Visit: VHB will conduct a site visit with the Town personnel and review program elements and goals, in addition, issues, concerns and schedule will be discussed. *Task Budget: \$ 1,500*

Task 2 - Base Plans: VHB will produce a base map for the project using information from the Town of Grafton, MassGIS, aerial photography and other suitable sources. This base map is anticipated to be prepared on a 24"x36" plan sheet showing the proposed work at approximately 1" = 40-feet. This scale will be confirmed and the Town will be advised if the scale should be different. The following information will be shown on the mapping: wetlands, approximate right-of-way boundaries, streets, and general environmental conditions. Plans in PDF or electronic AutoCAD format for the Village at Institute development will be provided by the Town for use by VHB. This plan will be inserted into the base plan. The path will be approximately shown on the base plan. Grading and limit of work will not be shown, as the aerial topography will be limited and not accurate due to the tree cover. *Task Budget: \$ 3,500*



Ref: 13638.00
December 3, 2018
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Task 3 - Design Features and Assessment: VHB will perform a cursory review of the need to provide wetland and stream crossings for the project alignment. Provide general recommendations on design elements that should be considered and any issues and opportunities. An order of magnitude project construction cost estimate (for major construction items) will be prepared that considers recommended design features. A contingency amount will be included for to cover unknowns. A conceptual path cross section will be developed and shown as part of this assessment. VHB will meet with Town Officials to review and discuss the findings of the efforts before proceeding to the final task. *Task Budget, \$ 6,500*

Task 4 - Summary of Findings: VHB will produce and provide one (1) hard copy and one electronic copy of the memorandum and support documents summarizing the findings of the efforts above. VHB will present and discuss the memorandum findings at one public meeting with Town Officials. The memorandum will discuss an implementation strategy that identifies "next steps" for advancing the project; including potential permitting needs and estimates for design/ permitting design fees. *Task Budget: \$ 2,500*

Services Not Included:

- Wetland delineation.
- Development of a surveyed base plan.
- Preliminary design plans.
- Grading limits will not be shown on the plans.
- Structural or geotechnical designs.
- Property line research. Property lines and owners will be based on GIS data.

Should other services be required or requested by the Town, VHB will prepare a proposal or Amendment at the Town's request that contains the Scope of Services, Compensation, and schedule to complete.

Prepared By: **Matthew J. Chase, PE, PTOE**

Department Approval: **Mark Shamon, PE**

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

☒ Subject to attached terms & conditions.

☐ Subject to terms & conditions in our original agreement dated

Vanasse Hangen Brustlin, Inc. Authorization

Client Authorization (Please sign original and return)

By: Mark E. Shamon

By: _____

Print: Mark E. Shamon, PE

Print: _____

Title: Managing Director, T&HD

Title: _____

Date: 12/07/18

Date: _____

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STANDARD TERMS AND CONDITIONS. The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

SCOPE OF SERVICES. VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

PERFORMANCE STANDARDS. VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

SCHEDULE. VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

PAYMENT. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF \$[] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If

services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

OWNERSHIP OF WORK PRODUCT. All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license

may be revoked for any failure of Client to perform under this Agreement.

CERTIFICATIONS. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

INSURANCE. VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

INDEMNITY. Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE SAFETY. VHB will not be responsible for the acts or omissions of

contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

ALLOCATION OF RISK. In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

DISPUTE RESOLUTION. All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

LEGAL SUPPORT. To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent

acts, errors or omissions, Client shall compensate VHB for all costs incurred by VHB, including reasonable attorneys' fees.

DESCRIPTIVE HEADINGS AND COUNTERPARTS. The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

EXCLUSIVE REMEDIES. In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee,

representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

SEVERABILITY. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

TAXES. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

PROJECT SPECIFIC PROVISIONS. To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

AMERICANS WITH DISABILITIES ACT (ADA). Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

CLIMATE CHANGE/FLOOD ANALYSIS. Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.

CONSTRUCTION PHASE SERVICES

SITE VISITS. VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for

the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

SHOP DRAWINGS. VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

GEOTECHNICAL SERVICES. Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

TANK INSPECTION. Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

LSP SERVICES – PROJECTS LOCATED IN MASSACHUSETTS. In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some

instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.

Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

**PROJECTS LOCATED IN FLORIDA.
FLORIDA STATUTES SECTION
558.0035 (2013), AN INDIVIDUAL
EMPLOYEE OR AGENT MAY NOT BE
HELD INDIVIDUALLY LIABLE FOR
ECONOMIC DAMAGES RESULTING
FROM NEGLIGENCE OCCURRING
WITHIN THE COURSE AND SCOPE
OF THIS AGREEMENT.**

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4 (b) NEW BUSINESS: SIGN CONTRACT FOR THE CHARTER LICENSE RENEWAL PROCESS

The board will be asked to authorize the Town Administrator to sign an agreement with Attorney William August of Epstein & August, LLP This Firm will for our Cable Television License Renewal legal services.

MOTION:

I move the board vote to authorize the Town Administrator to sign the agreement with William August, of Epstein & August, LLP for legal services related to the Charter Cable License Renewal process.

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**TOWN OF GRAFTON AGREEMENT
FOR CABLE TELEVISION LICENSE RENEWAL LEGAL SERVICES**

Agreement entered into this ____ day of April ____, 2019, between the Town of Grafton, Massachusetts (the "Client"), and William August of Epstein & August, LLP, Attorneys At Law, 875 Massachusetts Avenue, Suite 31, Cambridge, Massachusetts 02139 ("Attorney"), by which Attorney agrees to perform certain legal services upon and subject to the following terms and conditions:

(1) Scope of Legal Services

The Client and Attorney have, following discussion of those matters underlying the Client's retention of Attorney, determined that the services to be performed by Attorney are generally assisting with the Town of Grafton Charter Communications ("Charter") cable television license renewal process and separate work relating to the Town's request that Attorney now seek negotiations with Charter to cause Charter, if possible, to interconnect a video return line to the Town's new local programming studio and appropriately discontinue its leasing and operating of its current studio location in connection with the foregoing, including more particularly the following:

- (a) Attorney shall review and analyze the various materials, communications, records and proposals ("documents") concerning the Charter Communications ("Charter") cable television renewal process in Grafton;
- (b) In addition to work relating to the renewal, Attorney shall review and analyze materials and documents relevant to the Town seeking to have Charter provide video origination capability from the new studio location at the former police building in front of the Town municipal building (video return line issues) including seeking technical advice on interconnection of the studio to the upstream PEG channels;
- (c) Attorney shall offer advice to the Client on the various aspects of the cable television renewal process and the new studio, video return line and old studio lease issues, including, but not limited to, legal, regulatory and financial advice and procedural and substantive issues, lease review, researching new studio interconnection technology options as pertaining to cable license renewal and the studios/video return line issues;
- (d) Attorney shall draft such letters and documents as necessary to the cable television license renewal process and the video return line, interconnection and lease issues;
- (e) At the appropriate time, Attorney shall draft or mark-up, as applicable, findings of need (Ascertainment Report and Findings) if and as needed by Town; a Request for Proposal if negotiations do not resolve through informal negotiations; and a cable television Renewal License for the Client, at the request of the Client subject to Client retaining discretion to resolve renewal issues informally with Charter;
- (f) Attorney shall meet with Charter officials when necessary, with the Cable Advisory Committee and Town Administrator as primary liaisons as determined by the Town;

(g) Attorney shall attend and participate in meetings, negotiations sessions and/or public hearings that the Client holds in connection with the cable television renewal process, at the request of the Client; and

(h) Attorney shall perform such other tasks related to the cable television renewal process as necessary including telephone conversations with Charter as Attorney deems necessary.

(i) **Scope limitation:** This retainer agreement is for the Charter license renewal process. Matters not included within the scope of this retainer agreement include, but are not limited to: the Massachusetts Department of Telecommunications and Cable formal cable rate regulation proceedings; any litigation or administrative agency legal proceedings, any municipal processing, disposition and/or appropriation of negotiated funds, facilities and/or other benefits, and it shall be the responsibility of the Issuing Authority or the Town as applicable to determine procedures for expenditures, use of appropriation process and/or special accounts, if applicable, application of procurement laws if applicable, in accordance with general, municipal finance laws and local by-laws/ordinances and regulations not governed by the license renewal process. .

Change of Law The Attorneys disclose that the area of cable television licensing law and regulation has been and continues to be subject to significant changes in law and changes in interpretation of law, including but not limited to the scope of permissible cable regulation and negotiation, offsetting of in-kind benefits against franchise fees; the enforcement of license requirements and the like, and the parties undertake this renewal with full understanding that changes in law may supersede and/or preempt negotiated license terms and conditions.

(2) Compensation

The Client shall pay Attorney for services actually rendered on the Client's behalf at the rate of One Hundred Ninety Dollars (\$190.00) per hour unless otherwise authorized by the Client. It is understood that hourly time charges shall include conferences, telephone conferences, legal research, review of file materials and other documents sent or received, preparation and drafting of contracts, agreements, memoranda, opinions, correspondences and travel time to meetings. The Agreement shall be terminable by Town at any time.

(3) Expenses

Attorney is hereby authorized by the Client to incur such reasonable costs and expenses and make out-of-pocket disbursements in connection with his performance of services hereunder. As a matter of convenience to the Client, copying costs and expenses shall in the first instance be paid by Attorney promptly upon their incurrence or his receipt of applicable invoices or bills. Thereafter, such costs and expenses shall be billed to the Client.

(4) Termination

The Client and Attorney agree that either may terminate this Agreement at any time by written notice to the other, so long as such termination is not prohibited by law. If this Agreement is terminated by the Client prior to the completion of services, Attorney shall be

entitled only to payment for all services properly rendered in accordance with the terms of this Agreement through the date of termination. If this Agreement is terminated by Attorney prior to the completion of services, Attorney shall be entitled to all fees for services rendered up to the date of termination and all costs and expenses incurred in connection therewith.

Town of Grafton

William August, Esq.

**By Town Administrator
as authorized by Issuing Authority:
Date: April __, 2019**

**William August, Esq.
April __, 2019**

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4 (c) NEW BUSINESS: CHAPTER 61B LAND, RIGHT OF FIRST REFUSAL

93 NORTH STREET

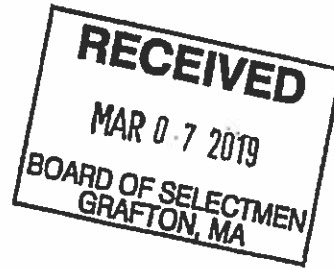
On March 7, 2019 the Office of the Board of Selectmen were notified by the Engvall Family Nominee Trust that it was giving notice of its intent to sell 4 Residential lots. Being Chapter 61B land, the Town has the right of first refusal. We have received notice from the Planning Board, Board of Assessors and Conservation Commission that they do not recommend purchasing this land.

MOTION:

I move the board vote to not exercise its right, under MGL. C 61B, to purchase 93 North Street owned by the Engvall Family Trust.

March 7, 2019

**Town of Grafton
Board of Selectman
30 Providence Road
Grafton, MA 01519**



Re: Notice of Intent to Sell

To Whom It May Concern:

I am writing to you regarding 93 North Street, Grafton, MA – Parcel ID:110/047.0-0000-0049.0 Map:047.0 Block:0000 Lot:0049.0.

The Engvall Family Nominee Trust is hereby giving our Notice to Intent to Sell 4 residential frontage lots on our property. Our ANR plan was approved at the January 14, 2019 Town of Grafton Planning Board Meeting. Please see the attached recorded ANR.

We have bona fide Purchase and Sales agreement dated March 4, 2019 between The Engvall Family Nominee Trust and Fiver Homes Inc. and SLT LLC for an agreed upon purchase price is \$620,000. Please see the attached certified copy of the executed purchase and sales agreement signed March 6, 2019. We understand that the intended use by the purchaser is to construct single family residences on each of the four lots.

As I stated in my December 14, 2018 Letter of Intent to Convert, the remaining +/- 18.34 acres will remain in Chapter 61. Our long-term vision is to have the majority of the remaining land be preserved as open space either through a deed restriction, conservation restriction, or transfer of land to a land trust. Please note that on the Grafton Assessor's Property Card, the total acreage of the existing parcel is +/- 23.426 acres. The total area calculated from the ANR survey using more accurate instruments is +/- 22.05 acres.

Additionally, Guy LaChance, the Mass DCR State Forester for Grafton, has been contacted by phone and has been informally notified of our Intent to Sell. After speaking with Mr. LaChance, I am aware that our Chapter 61 Forestry plan will need to modified once the transfer occurs.

We understand that the Town of Grafton has 120 days to exercise its first refusal option. However, I respectfully request that the Town of Grafton Board of Selectman and the other departments listed below review and respond to this notice to sell as quickly as possible in order to allow us to proceed with the sale of this property.

**At this time, we have retained James Tashjian as our attorney. His contact information is:
James E Tashjian LLC
370 Main Street Suite 1035
Worcester, MA 01608
(tel) 508-756-1578
(fax) 508-756-1153
(email) jtashjian@tashsim.com**

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TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD
GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext. 1120 • FAX (508) 839-4602
www.grafton-ma.gov

PLANNING BOARD

MEMORANDUM

TO: Board of Selectmen

FROM: Planning Board
Joseph Laydon, Town Planner 

DATE: March 26, 2019

SUBJECT: Chapter 61B – Engvall Family Trust – 93 North Street - Partial

The Planning Board met on March 25, 2019 and considered the notice to the Town of Grafton for the removal of four (4) lots at 93 North Street from being classified as Chapter 61B lands. The Town of Grafton, upon receiving the necessary notice, can exercise its right of first refusal to purchase such property. In considering the request, the Board observed that the property was not adjacent to other open space parcels and that the price precluded purchase for other uses such as affordable housing.

After consideration of the matter, the Board voted unanimously to not recommend the purchase of this property.

Thank you.



Town of Grafton
Office of the Board of Assessors
Mary M Oliver – Principal Assessor
30 Providence Road
Grafton, MA 01519

Tel. (508) 839-5335 Ext 1165 • Fax (508) 839-4602

TTY (508) 839-1415

Email: oliverm@graffton-ma.gov

March 13, 2019

TO: Board of Selectmen
FROM: Board of Assessors
RE: Chapter 61 recommendation
93 North Street, Engvall

The Board of Assessors has reviewed the notice of intent to sell 4 lots at 93 North Street.

The Board of Assessors voted to make no recommendation to the Town.

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Grafton Conservation Commission

GRAFTON MEMORIAL MUNICIPAL CENTER

30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519

Phone: (508) 839-5335 ext. 1138 • FAX: (508) 839-4602

www.grafton-ma.gov • concom@grafton-ma.gov

Memo

Date: March 20, 2019
To: Board of Selectmen
From: Conservation Commission *L.C.*
Re: Chapter 61 Removal – 93 North Street

Please be advised that the Commission determined at their March 19, 2019 meeting that they are not interested in pursuing the purchase of this parcel.

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4 (d) NEW BUSINESS: CHAPTER 40B AFFORDABLE UNIT SALE, 50 BUTTERCUP; RIGHT OF FIRST REFUSAL

Joe Laydon, Town Planner has been in contact with the Affordable Housing Trust. Historically, the Board has not exercised its right on these units. At this time, the Affordable Housing Trust recommends against exercising our right of first refusal.

MOTION:

I move the board vote to not exercise its right to purchase the Affordable Unit located at 50 Buttercup Lane, S. Grafton, MA.



President
Soni Gupta
President Elect
Amy Schectman
Vice President
Charleen Regan

March 12, 2019

Joseph Laydon
Town Planner
The Town of Grafton
30 Providence Road
Grafton, MA 01519

Treasurer
Joseph Flatley
Dear Mr. Laydon:

Clerk
Naomi Sweitzer
Chief Executive
Officer
Rachel Heller

This letter is to inform the Town of Grafton that Citizens' Housing and Planning Association (CHAPA) has been notified by the owner of an affordable property under Chapter 40B, located at 50 Buttercup Lane, that James Lazaro wishes to sell his affordable property. This affordable home is part of Hilltop Farms, a Chapter 40B project for which CHAPA is the monitoring agency.

Based on the affordable housing deed rider for 50 Buttercup Lane, CHAPA has determined that the Maximum Resale Price for the above-referenced unit is \$152,000.00. This letter is to notify the town of Grafton of its right of first refusal with respect to this unit. As described in the deed rider, "right of first refusal" means that the town has 60 days to determine if it would like to purchase the unit from the homeowner at the resale price. This 60 day period will commence on March 12, 2019 and end on May 12, 2019.

Please consider this letter notification of the Town's 60-day "right of first refusal" period. As you may expect, the homeowner is anxious to hear back from the Town of Grafton and move forward in selling his property. *If we do not hear from you within the right of first refusal period, we will assume you do not wish to exercise your right of first refusal.*

If the Town of Grafton chooses not to exercise its right of first refusal, CHAPA will assist the owner in locating an eligible buyer. As explained in the deed rider, we have 90 days to market the unit in order to locate an eligible buyer. If CHAPA is unable to locate an eligible buyer within 90 days, CHAPA would propose allowing the homeowner to sell the property to anyone with the deed restrictions still in place, as is consistent with the provisions of the most recent deed rider. In this case, preference would be given to anyone earning 80-120% of the area median income.

We welcome any efforts the Town of Grafton can offer in making potential eligible buyers aware of the unit's availability during the affordable marketing period.

Please feel free to contact me at 617-742-0820 with any questions regarding this matter or if the Town of Grafton is interested in purchasing the unit. On behalf of James Lazaro, we look forward to hearing back from you soon and working with you during this process.

Sincerely,

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Elizabeth Palma-Diaz
Senior Program Manager

cc: James Lazaro

7 (a) DISCUSSION – REVIEW TOWN MEETING WARRANT (DRAFT)

Draft copies of the May 13th Town Meeting Warrant will be available for the Selectmen to review and discussion.

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